

SWIM SCHOOL ENROLMENT AGREEMENT

Between

CITY OF FREMANTLE LEISURE CENTRE

And

(RESPONSIBLE PERSON)

Agreed terms.

1. DEFINITIONS

In this Agreement unless the context otherwise requires:

City of Fremantle - Fremantle Leisure Centre (FLC)

of PO Box 807, Fremantle, Western Australia 6959

Contact: Centre Manager

Phone: 9432 9999

Email: leisure@fremantle.wa.gov.au

You mean you, as the responsible person, as specified during the FLC Swim School enrolment process.

Responsible Parent – a parent, guardian or authorised person who can enquire and/or make changes to swimming lessons of enrolled child/ren.

Family refers to all students enrolled \ with you as their responsible person.

Swim School Enrolment means this document, including each Annexure, as varied, novated or replaced from time to time.

Business Day means any day except a Saturday, Sunday or a public holiday in Perth, Western Australia.

City means the City of Fremantle.

The City of Fremantle Obligations means the City's obligations as specified in this agreement.

Commencement Date means the date that the last of the Parties sign this Agreement.

Loss means any loss, damage, liability, lawsuit, action, proceeding, cost or expense.

Member means any person who is currently a member of the Fremantle leisure Centre.

Membership Type means the membership type you have entered into an agreement with.

Enrolment Period refers to the active swimming lesson periods covered in your enrolment agreement. This does not include school holiday breaks.

2. YOUR FLC SWIM SCHOOL AGREEMENT

- (1) During your Term, you may access and use the Facility in accordance with your Swim School Enrolment and this FLC Swim School Agreement.
- (2) Your enrolment includes one designated lesson per week per contract for the student, as specified in the FLC Swim School enrolment process. Parent / Guardian must remain on pool deck during lessons times as per the centre's Watch around Water Policy.
- (3) During your enrolment you may access the following areas outside of your designated lesson times during your enrolment period: the Leisure pool, 25m Pool and 50m Pool. The program pool can be accessed outside of lesson times by parents / guardians with students enrolled in the Parent and Baby, Dolphins and Pre-school programs, but is subject to pool availability.
- (4) When attending swimming lessons during your enrolment period, during designated lesson times (excluding school holiday swimming lesson breaks), the following entry conditions apply:
 - (a) One (1) adult spectator gains free entry per enrolled student.
 - (b) For students enrolled in the Parent and Baby program, two (2) adults gain free entry.
 - (c) All other spectators will be charged the standard spectator fee.
- (5) When attending swimming lessons during your enrolment period, outside of designated lesson times (excluding school holidays), the following entry conditions apply:
 - (a) One (1) adult spectator gains free entry per enrolled student.
 - (b) For students enrolled in the Parent and Baby program, two (2) adults gain free entry.
 - (c) All other spectators will be charged the standard spectator fee.
- (6) Your access of the Facility under this FLC Swim School Agreement:
 - (a) Is subject to the terms and conditions of this FLC Swim School Agreement.
 - (b) Is subject to any limitations and exclusions applicable to your Enrolment Type; and
 - (c) Does not entitle you to any access or use the Facility other than in accordance with clause 2.1 or any other goods or services from us or any third party (including any services provided by third parties at the Facility) – such as External Swimming Lessons i.e. Including but not limited to Education Department Swimming Lessons.
- (7) Is not transferrable to another person.
- (8) Should the FLC Swim School team be unable to provide customers with their preferred choice of class time, instructor, day, or any combination of the above mentioned; and other classes of the appropriate level are available on the timetable, no refunds or credits will be provided if you elect to not uptake the offer of a place in an available class.
- (9) If you wish to use or access any part of the Facility or receive any goods or services from us outside the scope of this FLC Swim School agreement, you will need to enter into a separate agreement with us.

3. YOUR SWIM SCHOOL ACCESS FOB

- (1) You will need your Swim School Access FOB to access the Facility and must swipe this each time you use the facilities and services. Access is permitted to enrolled students and spectator / caregiver as per 2.2.
- (2) Your FLC Swim School Access FOB will be issued on your first visit to the facility after your enrolment.
- (3) If you forget your Access FOB, you may access the Facility during staffed operating hours by verbally signing in at reception. You cannot ask or expect another person to let you into the Facility at any time.
- (4) You must not let anyone else into the Facility at any time or let anyone else use your Access FOB.
- (5) If your Access FOB is lost or stolen, you must notify us immediately and get a replacement in 14 days or you may be refused access to the Facility; A replacement FOB fee applies.

4. ENROLMENT DATES AND HOLIDAYS

- (1) The Swim School program runs during WA school terms check our website for exact dates.
- (2) The dates of all non-swimming lesson periods will be available to all customers and communicated to parents prior.
- (3) Enrolments carry over term-term, breaking only for school holidays and public holidays, as outlined in 4.1.
- (4) No lessons are held on WA Gazetted Public Holidays or Easter Saturday / Sunday.

5. DURATION OF YOUR ENROLMENT

- (1) This FLC Swim School Agreement will commence on the enrolment date.

6. CHANGES TO YOUR AGREEMENT

- (1) We may amend the terms of this FLC Swim School Agreement from time to time, including:
 - (a) the FLC Swim School Agreement Terms and Conditions; and/or
 - (b) the Facility Rules.
- (2) We will give at least 10 Days' notice of any changes to this FLC Swim School Agreement and the date they are to take effect.
- (3) If we change this FLC Swim School Agreement under clause 6.1 and you are adversely affected by the change, you may terminate this FLC Swim School Agreement by giving us written notice of the adverse effect prior to the changes taking effect.
- (4) If you terminate the FLC Swim School Agreement under this clause 5.1, the FLC Swim School Agreement will be terminated on the date we give you written notice that we have accepted that the change adversely affects you.
- (5) Unless and until we give you notice that we have accepted that the change adversely affects you, this FLC Swim School agreement will continue in accordance with clause 2.1.
- (6) If you terminate this FLC Swim School Agreement under clause 6.3;
 - (a) you must pay us all outstanding Fees for the period up to and including the date of termination;
 - (b) we will refund to you any enrolment Fees you have already paid for the period after the date of termination; and
 - (c) We will not refund you any other Fees paid for the period up to and including the date of termination.
- (7) If you do not seek to terminate your membership in accordance with clause 6.3 you will be deemed to have accepted any change we have made to this FLC Swim School Agreement.

7. CHANGES TO FACILITIES

- (1) We may change all or part of the Facility at any time, including by;
 - (a) Adding, removing or replacing equipment (whether available for use by your Enrolment Type or not);
 - (b) Change the name of the Facility; and
 - (c) Temporarily or permanently closing parts of the Facility (including the circumstances described in clause 19.
- (2) Any change to the Facility as described in clauses 7.1a and 7.1b, without limiting clause 19, does not constitute a change to this FLC Swim School Agreement and does not entitle you to terminate this Membership Agreement under clause 6.3.

8. TEACHER CHANGES

- (1) Swimming instructors may change without notification; no credits will be issued for swimming instructor changes.

9. CLASS TRANSFERS

- (1) Class transfers (changes) must be made online in the portal by the responsible person for each student. Students can only transfer into a class of the level assigned to each student.

10. MAKE UP LESSONS AND CREDITS

- (1) We do not provide Make Up lessons.
- (2) If a student misses swimming lessons due to medical reasons, a credit to the swim school account may be issued;
 - (a) When we receive a medical certificate on letterhead in writing from a practicing medical professional stating the students name and all dates swimming lessons were / will be missed.
- (3) If the enrolled student/s become sick or incapacitated for a period of four (4) weeks, we will terminate the enrolment.

11. PROGRESSION

- (1) Students are continually assessed and progressed to the next level when they become of age (Parent and Baby program, and moving from the Pre-school to the School-age program, from the School-age to the Youth Swim program and from the Youth Swim program to the Adults program), or when sets of skills are demonstrated (All other programs).
- (2) Students have up to three (3) weeks post-progression to change into their new class, before the swim school reserves the right to cancel the students old booking.

12. BABY SWIMWEAR

- (1) Swimming nappies are required for children who wear a nappy outside of swimming, who are not yet toilet trained.
- (2) Double layering of swimming nappies and bathers are strongly recommended; Reusable swimming nappies with elasticated legs and waist, with bathers over top is preferable.

13. BEHAVIOURAL EXPECTATIONS

- (1) Maintaining a positive and respectful environment is paramount at our facility. We expect both students and guardians to adhere to behaviour standards that contribute to the overall well-being and safety of everyone involved.
- (2) Disruptive or inappropriate conduct will not be tolerated. Students are required to follow instructions from instructors, treat others with respect, and exhibit safe behaviours in and around the pools.
- (3) Parents or guardians are expected to model positive behaviour and support a conducive learning atmosphere. Failure to comply with these behavioural expectations may result in consequences, including, but not limited to, a discussion with guardians, sitting swimmers on the wall for a short time, temporary suspension from lessons, or, in extreme cases, termination of enrolment.

14. HOLIDAY PROGRAMS

- (1) Holiday Program fees are non-refundable. Once a booking is confirmed, no refunds or credits will be issued for non-attendance or change of mind.
- (2) Transfers to different swimming lesson times or between program series are not permitted.
- (3) One (1) adult spectator gains free entry per enrolled student in the program. All other spectators will be charged the standard spectator fee.

15. WATCH AROUND WATER

- (1) The facility always endorses the Watch Around Water policy;
 1. Children under the age of 5 are not admitted into the centre without an appropriate full fee-paying adult who is prepared to swim.
 2. Children under the age of 10 are not permitted into the centre without the supervision of an adult.
 3. FLC Swim School students are always subject to the Watch Around Water policy.
 4. Active parental involvement is essential for the success of our swimming lessons, particularly for our younger and/or beginner participants. Parents or guardians are expected to be present and engaged during their child's lessons, following any specific guidelines provided by our instructors. Refrain from mobile phone use during swimming lessons at all times.
 5. Failure to comply may result in the termination of your FLC Swim School Enrolment.

16. RETURNING AFTER BREAK OF MORE THAN THREE (3) MONTHS

- (1) Students aged three (3) years and older, who are returning to lessons after a break of three (3) months or more, must complete the swim school's online assessment questionnaire again. This ensures they are allocated a suitable swimming level for re-enrolment.

17. COOLING OFF PERIOD

- (1) The cooling-off period for FLC Swim School Enrolments is seven (7) days from when the agreement is signed.
- (2) You may terminate this FLC Swim School Agreement at any time prior to the close of business on the last day of the Cooling Off Period by giving us written notice. You must give us notice in accordance with clause 21.1a.
- (3) If you terminate this FLC Swim School Agreement during the Cooling Off Period under clause 4.1:
 - (a) This FLC Swim School agreement will be terminated on the date your written notice is received by us; and
 - (b) We will refund you any unused lessons you have paid to us under this Agreement.
- (4) If you do not terminate this FLC Swim School Agreement during the Cooling Off Period under clause 15.1, this FLC Swim School Agreement will continue in accordance with clause 2.1.

18. PAYMENTS

Fees

- (1) On enrolment, you must pay;
 - (a) the pro rata amounts upfront and/or any applicable fees.
 - (b) Once these fees are paid, the ongoing enrolment fees fall within the Direct Debit Schedule.

Direct Debit

- (2) Direct debit payment for Fees is managed by us.
- (3) Direct Debit payments are debited fortnightly, paying two (2) weeks of lessons in advance.
- (4) We will debit your nominated bank account or credit card throughout the Term for the Enrolment Fees, as varied in accordance with clause 17.20. If the due date for payment of any Enrolment Fees falls on a day which is not a Business Day, we will direct debit your nominated bank account or credit card on the next Business Day.
- (5) It is your responsibility to ensure you have adequate funds available in your account. Failure to do so will result in additional fees.

Changes to Payment Method and payment details

- (6) If you wish to change the details relating to your Payment Method, you must update your Payment Method in the online portal prior to your next scheduled payment date.

Payment Method Fees

- (7) If you have chosen to pay by a Payment Method that causes us to incur any merchant or transaction fees, we may pass these fees on to you by deducting the fees via your Payment Method.

Other charges

- (8) Your Enrolment Fees payable under this FLC Swim School Agreement only entitle you to use the facilities and equipment available at the Facility in accordance with your Enrolment Details.
- (9) Any charges for other services, facilities or equipment will be as agreed between you and us. This may be recorded in a separate agreement between you and us, such as for the hire of equipment at the Facility or Facility Memberships.

Refunds / Credits

- (10) We are under no obligation to refund the money you have paid to us, except as expressly set out in this FLC Swim School Agreement.
- (11) Refunds / Credits can only be applied with a medical certificate stating the swimmer's name and dates they cannot swim and signed on letterhead by a licensed medical practitioner.
- (12) Issued credits expire after one (1) year.
- (13) Refunds / Credits will not be provided due to failure to comply with clause 13.

Dishonored payments

- (14) If your payment method fails for any reason;
 - (a) We will freeze your account from facility access as soon as your bank has informed us that a payment has been dishonored. We will notify you by SMS and/or email when a payment has been dishonored.
 - (b) You will be charged an administration fee for each time a payment dishonors. This is in addition to your outstanding fees. The administration fee is outlined in the Fees and Charges for the current financial year.
- (15) You must pay us on demand all resulting fees and charges; and
- (16) You authorise us to charge you via your Payment Method for any such resulting fees, dishonored fees and charges.
- (17) Your Enrolment will be cancelled after two (2) consecutive failed debits if we have been unable to contact you and/or you have yet to rectify failed payments. Outstanding fees will need to be paid on re-enrolling.

GST

- (18) Your fees are inclusive of goods and services tax (GST).
- (19) If the rate at which GST is calculated changes during the Term, your Enrolment Fees and any Associated Fees will be adjusted to account for any change in the rates of calculating GST. You

authorise us to change any debit from your Payment Method to account for the change in the rate of calculating GST.

Adjustment to Fees

- (20) We may adjust your fees by no more than 10% on any one occasion in any one given financial year by giving you at least 10 Days' notice of the date from which the adjusted Fees take effect. You are required to:
 - (a) pay any adjusted Fees from the date the adjustment takes effect; and
 - (b) authorise us to change any debit from your Payment Method to accord with any adjustment to your Fees under clause 16.20.
- (21) An increase in your Fees under clause 16.20 will not constitute a change with an adverse effect for the purpose of clause 6.1.

19. YOUR OBLIGATIONS

Facility Rules

- (1) You must:
 - (a) comply with the Facility Rules at all times;
 - (b) comply with instructions given by our staff in relation to the Facility;
 - (c) not interfere with the use of the Facility by any other person (including any Facility members and hirers of equipment or areas in the Facility); and
 - (d) not behave in a way which is inappropriate, risky or detrimental to the safe enjoyment of the Facility by others.

Access

- (2) All or part of the Facility and any equipment of the Facility may be unavailable on a temporary basis, including for maintenance, repairs, private functions, community group programming, exclusive use and Facility programming;
- (3) We may deny you access to the Facility or direct you to leave the facility if we decide that your behaviour;
 - (a) Is inconsistent with the Facility Rules;
 - (b) Is inappropriate, risky or detrimental to the safe enjoyment of the Facility by yourself or others.
 - (c) Exercise of our rights under clause 17.3 will not entitle you to a refund of any Fees or grant you any right to terminate this Agreement.

20. MEDICAL

- (1) The responsible person/s for a student must disclose any student medical and/or behavioral conditions upon enrolment, and notify changes to medical conditions to the swim school team in writing, and by updating the student details in the online portal.
- (2) If your enrolled child has been diagnosed with a communicable disease, please refrain from attending the facility. A credit will be applied with a valid medical certificate.
- (3) You may be asked to leave your lesson and / or the facility if staff believe you / your enrolled student have a communicable disease.
- (4) You authorise us to obtain medical/ambulance assistance for you / family in the case of an accident or emergency involving you / family and you are responsible for any costs incurred. If we incur any costs, you agree to reimburse us on demand for all costs we incur in obtaining such assistance.

21. EMERGENCIES AND NATURAL DISASTERS

- (1) We may be required to use all or part of the Facility during emergencies or natural disasters, including providing and coordinating support to those affected by bushfire or heatwaves. You

- may not be able to access or use all or part of the Facility during these periods.
- (2) We will use reasonable endeavors to provide you with notice of any Emergency Period in accordance with clause 24.5.

22. TERMINATION OF YOUR FLC SWIM SCHOOL AGREEMENT

Termination by you

- (1) You may terminate FLC Swim School Agreement:
- (a) at any time by providing us with written notice and at least three (3) days prior to the next scheduled direct debit.
 - (b) If you give Written notice, if we breach a material term of this FLC Swim School Agreement and do not remedy the breach within 20 Days after written notice from you;
 - (c) If your child/ren have become sick or incapacitated and you provide us with a certificate from a qualified medical practitioner stating that they cannot swim for a period of at least four (4) weeks; or
 - (d) Otherwise with our agreement in writing, which we may provide in our absolute discretion.

Termination by FLC

- (2) We may terminate FLC Swim School Agreement giving you written notice:
- (a) If you fail to pay the Fees (or any instalment of Fees) associated when due;
 - (b) If you fail to pay
 - (c) By us after two (2) missed consecutive payments and we have been unable to contact you
 - (d) If your child/ren have become sick or incapacitated and you provide us with a certificate from a qualified medical practitioner stating that they cannot swim for a period of at least four (4) weeks;
 - (e) If we decide that you or any enrolled student has behaved in a way which is inappropriate, hazardous or detrimental to the safe enjoyment of the Facility by yourself or others;
 - (f) If you breach any term of this FLC Swim School Agreement, and either;
 - (g) If you do not remedy the breach within 10 Days on written notice from us, or;
 - (h) If the breach is incapable of being remedied, or;
 - (i) If the Facility is unavailable or unfit for use.

Effect of termination

- (3) By you under clause 20.1a – this FLC Swim School Agreement will be terminated on the date written we receive written notice from you. You must pay us any outstanding Fees for the period up to and including the date of termination;
- (4) By you under clause 20.1b or 20.1c – this FLC Swim School Agreement will be terminated on the date we receive written notice from you. You must pay all outstanding Fees up to and including the date of termination. We will refund any Fees you have already paid for the period after the date of termination;
- (5) By you under clause 20.1d – this FLC Swim School Agreement will be terminated on the date as agreed by you and us in writing. You may pay us any amount as agreed by you and us in writing;
- (6) By us under clause 20.2a, 20.2b, 20.2c – this FLC Swim School Agreement will be terminated on the date nominated by us in our written notice to you. You must pay us the total of all outstanding Fees for the period up to and including the date of termination.
- (7) By us under clause 20.g – this Membership Agreement will be terminated on the date nominated by us in our written notice to you. You must pay us all outstanding Fees for the period up to and including the date of termination. We will refund to you any Fees you have already paid for the period after the date of termination. We will not refund to you any other Fees paid for the period

up to and including the date of termination.

23. LIABILITY

- (1) By signing this FLC Swim School Agreement, you:
- (a) Are declaring that you / your student are medically and physically able to participate in physical activity and understand and accept the inherent risks of undertaking exercise.
 - (b) Acknowledge and agree that you enter the Facility and surrounds and/or participate in programs, utilise the equipment and/or take advantage of services offered by us absolutely at your own risk.
 - (c) Acknowledge and agree that you release and discharge us from all liability for loss, damage or injury that you may sustain.
 - (d) You indemnify us to the extent permitted by law in respect of any claim by any person as a result of or in connection with your FLC Swim School Agreement and/or participation in any of our activities.
 - (e) This release and indemnity shall not apply to the extent that the loss, damage or injury which is the subject of the claim is caused, or contributed to, by the neglect act of omission by us.

24. DISPUTES AND COMPLAINTS

- (1) If a dispute arises concerning this FLC Swim School Agreement or you have any complaints about the Facility or us, please give us written notice of the dispute or complaint.
- (2) We will contact you as soon as possible to discuss and endeavor to resolve the dispute or your complaint.

25. PRIVACY

- (1) We will have access to personal information about you, such as your name and address.
- (2) We will only use, disclose and deal with your personal information in accordance with our privacy policy.
- (3) Only the listed responsible person/s on any student account can access information and make changes to swim school bookings.
 - (a) We will only liaise / communicate with the listed responsible person/s listed on the student's account.
- (4) We may film or photograph the facilities and its users. It is possible you / your enrolled student may appear in these films / photographs. You agree to allow us to use your / your students image / film in promotion and other business-related materials.

26. NOTICES

Your contact details

- (1) Your contact details are set out in the account details in your client portal.

You are responsible for ensuring contact details are up to date in your client portal.

Notices from you to FLC

- (2) You may serve notices on us under this FLC Swim School Agreement by any of the following methods:
 - (a) Through the applicable online form on our website: or
 - (b) By email to swimschool@fremantle.wa.gov or
 - (c) By hand delivery to the Facility

Notices from FLC to you

- (3) We may serve notices on you under this FLC Swim School Agreement by any of the following methods:
 - (a) By email (Our primary option) to the address listed in the Enrolment Details (or to any email address you have notified us of in accordance with clause 24.1;
 - (b) By SMS, to the mobile number listed in the Enrolment Details (or to any mobile number you have notified us of in accordance with clause 24.1; and
 - (c) By publishing the notice on our website and/or social media channels;
 - (d) By publishing signage in the centre;

27. MISCELLANEOUS

Governing Law

- (1) This Membership Agreement is governed by the law applying in Western Australia. You and we submit to the non-exclusive jurisdiction of the Courts of Western Australia.

28. SERVICE DISRUPTIONS

Pool Closures

- (1) In the event of a planned facility closure or disruption to service, for example closure of the Pool for detailed maintenance, we will always tell you in advance.
- (2) We may close off areas of the Facility for refurbishment for extended periods of time.
- (3) In the event of an unforeseen facility closure or disruption to service of more than 4 days without prior written notification, we may issue credits to enrolments for lost time.
- (4) We will try but cannot promise we will be able to tell you about any Facility closure in advance, such as unexpected Events.
- (5) We are not responsible if members cannot use our Facility because of an event caused by a natural force (such as a fire or a flood) or a road or building closure or something similar beyond our reasonable control. If this continues for more than 30 days, then either you or we may cancel this agreement immediately by written notice.